

## MORTGAGE RECORD 75

suit or other proceedings, or to incur expense or liability, unless and until the Trustee is furnished with proof of ownership, and the Trustee is notified, as aforesaid, and specifically requested in writing so to do by the holders of not less than either twenty five per cent (25%) in principal amount of the Bonds then outstanding, or fifty per cent (50%) in principal amount at the time outstanding of any particular series if more than one series be outstanding hereunder, in respect of which such default shall exist, and unless and until the Trustee, if in its opinion such action may tend to involve it in any expense or liability shall be put in funds, secured and indemnified to its full satisfaction, from time to time and as often as requested by the Trustee, from and against any and all loss, cost, expense, outlays, fees and other reasonable advances and expenses, disbursements, liabilities and damages for which in its judgment it may become involved, liable or responsible in or on account of carrying out any request or demand made upon it; but, subject only to the provisions of section 5 of Article V no provision of this Indenture or of the Bonds shall prevent the Trustee from acting, in its discretion, without notice, request, proof of ownership, funds, security or indemnity, or limit any discretion of the Trustee to determine whether or not, or how, to act in respect of any such default or any authority or power conferred upon the Trustee by any provisions of this Indenture.

Subsection F. The Trustee, either individually or in a representative or fiduciary capacity and its officers, agents and employees, may acquire, hold and dispose of Bonds issued under this Indenture or may act as depositary or trustee, for, or as a member of, any committee or body of Bondholders, all to the same extent and with the same rights and effect as though it were not Trustee and/or as though they were not such officers, agents or employees of the Trustee.

Subsection G. No director, officer, attorney, employee or other agent or person consulted or employed by the Trustee shall under any circumstances be personally liable for any debt contracted liability incurred or damage suffered in connection with the execution and performance of any of the trusts, powers or duties of the Trustee under this Indenture nor for any matter or thing except his own individual acts, neglects and defaults constituting a breach of trust knowingly and intentionally committed by him in bad faith or his own gross negligence.

Subsection H. Pending the application as herein provided of any moneys in the hands of the Trustee the disposition of which at the time is not otherwise provided for under any of the provisions hereof, the Trustee may deposit all or any part of such moneys in its banking department, on a certificate of deposit or otherwise, to its credit as Trustee, and in such event, unless otherwise herein provided shall allow interest on any such moneys so deposited at the current rate or rates, if any, from time to time paid by it on similar deposits of like nature over like periods of time. Interest so allowed, when not otherwise provided herein in respect of any moneys so deposited shall be paid to the Company so long as the Trustee shall have received no notice that the Company is in default hereunder, subject, however, at all times to the payment of the Trustee's expenses, disbursements, liabilities and compensation. The Trustee shall, on written request signed by the President and the Treasurer of the Company designating the Bonds to be purchased, invest any part of such moneys, not required to be applied within sixty (60) days under any of the provisions hereof, in bonds of governments or political subdivisions thereof, such bonds, and all proceeds from the sale thereof, to be held and to be sold either at the discretion of the Trustee or on written request signed by said officers,

Subsection I. In accepting the conveyance and assignment to it of the Mortgaged Property, whether property, franchises, rights, securities, leases, contracts, agreements, licenses, permits or whatever it may be, and whether under this Indenture or some indenture supplemental hereto the Trustee, acts solely as Trustee hereunder and not in its individual capacity. The Trustee shall not be individually liable for any debts contracted, or for damages to persons, or for property injured or damaged, or for salaries, or for non-fulfillment of contracts, or for any other cause during any period in which the Trustee or its agents may be in possession of or managing the property of the Company as herein provided, not all persons having any debts or claims for damages, for salaries, for non-fulfillment of contract, or for any other cause whatever, shall look only to the Mortgaged Property for the payment and satisfaction thereof; and the Trustee shall be compensated and indemnified out of the Mortgaged Property for any such debts, claims or liabilities which the Trustee or its agents may pay or discharge or incur.

The Trustee and its agents shall not be liable by reason of entry into possession of the Mortgaged Property or any part thereof, to account as mortgagee in possession for for anything except actual receipts, or be liable for any loss on realization or for any other liability, default or omission for which a trustee or mortgagee in possession might be liable except only for losses resulting from its bad faith or gross negligence.

Subsection J. The Trustee shall have the power from time to time and at all times to institute and to maintain such suits, actions and proceedings as it may be advised shall be necessary or expedient to protect its rights or the rights of Bondholders, to enforce the obligations of the Company under the Bonds or hereafter, and/or to prevent any impairment of the security hereunder by any acts (of the Company or of others) which are in violation of this Indenture or unlawful, or to preserve and to protect the interests of the Trustee and the security and interest of the Bondholders in respect of the Mortgaged Property or any of it, or in respect of the income, earnings, rents, issues and profits thereof, including (but not hereby limiting the foregoing general power) power to prove and to collect and enforce the Bonds and this Indenture as Trustee for the Bondholders in Bankruptcy, receivership or other proceedings, and power to institute and maintain or to appear or join in suits, actions or proceedings to restrain the enforcement of or compliance with, or observance of, any legislative or other governmental enactment, rule or order on the ground that the same is unconstitutional or otherwise invalid if such enforcement, compliance or observance would in the opinion of the Trustee impair the security hereunder or be prejudicial to the interests of the Trustee or of the Bondholders.

Subsection K. The Trustee may construe any of the provisions of this Indenture in so far as the same may appear to be ambiguous or inconsistent with any other provision hereof; and any construction of any such provisions hereof by the Trustee in good faith, shall be binding upon the Company and the Bondholders.

Subsection L. The Trustee may accept and dispose of moneys for the acquisition and pledge with the Trustee on the trusts hereof, or the discharge, of particular Underlying Obligations, or may approve another depository to accept the deposit of such moneys. Such deposits shall be not less than the principal amount and overdue interest, if any, or the then current call price, if any, whichever is greater, of each Underlying Obligation in respect of which such deposit is made. Such moneys shall be held as additional security hereunder unless and until withdrawn under the proviso at the end of the third paragraph of section 6 of Article XI hereof.

Section 2. The Trustee may in writing at any time resign from the trusts hereof, or may be removed from said trusts by an instrument or concurrent instruments in writing executed by holders of not less than two thirds (2/3) in principal amount of the Bonds at the time outstanding. Such resignation or instrument of removal shall be filed with the Company, and notice of such removal shall be filed with the Trustee by the Company and notice of such resignation or removal shall be published by the Company, or by the Trustee at the expense of the Company, once a week for three (3) successive weeks in a daily newspaper printed in the English language, of general circulation in Abilene, Kansas and in a similar newspaper of general circulation in Boston, Massachusetts. Such resignation or removal shall take effect upon such date, not less than thirty (30) days subsequent to final publication as shall be specified in the resignation or removal, and upon such effective date the Trustee shall become and remain discharged from the trusts hereby created, without further duty or responsibility hereunder.